

74204-00559

AGREEMENT BETWEEN  
THE  
COUNTY OF ESSEX  
AND THE  
ESSEX COUNTY SUPERIOR OFFICERS ASSOCIATION  
FOP LODGE 106

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JANUARY 1, 2011 THROUGH DECEMBER 31, 2013

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**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2014,  
between the **COUNTY OF ESSEX** (hereinafter "County"), and the **ESSEX COUNTY  
SUPERIOR OFFICERS' ASSOCIATION, FOP LOCAL 106** (hereinafter "FOP" or  
"Local 106" or "Union").

**WHEREAS**, the Public Employment Relations Commission has certified FOP Lodge 106, as the exclusive representative for the purpose of collective negotiations with respect to wages, hours, terms and other conditions of employment in the negotiating unit described below:

**Unit:** Included: All County Correction Sergeants, Lieutenants, and Captains employed by the County of Essex.

Excluded: Managerial executives, confidential employees and supervisors within the meaning of the Act; craft employees, professional employees, casual employees, Corrections Officers, Warden, Deputy Warden and all other employees of the County of Essex.

**NOW THEREFORE**, the County and the FOP mutually agree as follows:

## **ARTICLE 1**

### **PURPOSE**

The purpose of the Agreement is to memorialize and to set forth herein, the basic agreement covering the terms and conditions of employment to be observed between the parties herein, in order to foster good Employee/Employer relations.

## **ARTICLE 2**

### **CIVIL SERVICE RULES**

Whenever there should appear to be a conflict between the terms of this Agreement on one hand, and the Civil Service Law (N.J.S.A. 11A:1-1 et. seq.) and the Revised Civil Service Rules for the State of New Jersey (N.J.S.A. Title 4A) on the other hand, the terms of the latter shall prevail. Nothing in this Agreement shall be construed as to override current rules and regulations where the employees are employed.

## **ARTICLE 3**

### **RECOGNITION**

The County recognizes FOP Lodge 106 as the exclusive representative for all County Correction Sergeants, Lieutenants and Captains employed by the County of Essex, for the purpose of collective negotiations under and pursuant to N.J. Title 34:13A.

## **ARTICLE 4**

### **RETENTION OF EXISTING BENEFITS**

Except as otherwise provided herein, all rights, privileges, and benefits which these employees have heretofore enjoyed and are enjoying, shall be maintained and continued by the County during the term of this Agreement. All County personnel policies and personnel regulations in effect as of the date of this Agreement shall be applicable to these employees, however, that shall not be construed as a waiver of the Union's rights pursuant to law with regard to any policies or regulations for which the Union had not been previously notified.

The County agrees to provide the Union advance notice of anticipated changes, updates and/or revisions to Jail and County Policies and Procedures.

## **ARTICLE 5**

### **DISCRIMINTION FOR UNION ACTIVITY AND MEMBERSHIP**

The County agrees it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of membership in the FOP 106 and its affiliates, their participation in any activities of the Union and its affiliates, collective negotiations with the County, or their institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms and conditions of employment.

## ARTICLE 6

### COMPENSATION

#### **Wages**

Effective January 1, 2011, a two percent (2%) across-the-board increase to be added to the base salaries in place as of December 31, 2010.

Effective January 1, 2012, a two percent (2%) across-the-board increase to be added to the base salaries in place as of December 31, 2011.

Effective January 1, 2013, a two percent (2%) across-the-board increase to be added to the base salaries in place as of December 31, 2012.

Salary adjustments will be applied to the minimum and maximum of the salary range.

#### **Base Salary (as of January 1, 2011):**

	Min.	Max.
Sgt.	45,476	89,183
Lt.	50,074	102,570
Capt.	54,666	117,946

#### **Base Salary (as of January 2012):**

Sgt.	46,386	90,967
Lt.	51,075	104,621
Capt.	55,759	120,305

**Base Salary (as of January 1, 2013):**

	<b>Min.</b>	<b>Max.</b>
Sgt.	47,314	92,786
Lt.	52,097	106,713
Capt.	56,874	122,711

Current employees of the unit will continue to receive promotional increments as per current practice. All employees promoted into the Unit after November 29, 2005 will receive one-half increment on the effective date of their promotion and one-half increment on the anniversary date of their promotion. A correction officer promoted to the title of Sergeant shall, upon promotion be moved to the maximum salary for Correction Officer plus the "half- increment" as it has been calculated by the County. The employee shall then receive the maximum salary for Sergeant one (1) year after promotion.

Increments shall continue to be paid on an automatic basis. However, the County may withhold one-half of an employee's increment under the following conditions:

- a. The employee shall receive at least thirty days' notice prior to the time the increment is due to be paid.
- b. The County shall have the burden of proving the withholding of the increment was for good and proper cause.
- c. The employee or the Union shall have the right to challenge, via the grievance procedure and binding arbitration if necessary the evaluation method, format and conclusions by which one-half the increment was withheld. Both the procedural and substantive aspects of the evaluation system may be objected to.
- d. The County may not employ this procedure more than once every two years against a single employee.

- e. The County may elect to pursue performance issues either through this procedure or normal Civil Service procedures. Should the County elect to utilize this procedure, it shall be precluded from employing Civil Service rules to discipline an employee for the same time period.

#### Shift Differential

The night shift differential has been eliminated. Effective November 29, 2005 an evening shift differential of forty-four cents (\$0.44) per hour for actual hours worked during the 2PM – 10PM shift shall be paid to employees working this shift. This is no back pay liability for any other shift differential payments.

#### Holdback

The County will continue the practice of a one (1) week payroll holdback. The procedure shall be consistent with that employed on a County-wide basis.

#### Out of Title Work

Where a Sergeant is required to take the place of a Lieutenant for ten shifts or more within a three month period, the Sergeant shall be paid retroactively at the Lieutenant's rate of pay for all shifts so worked. Where a Lieutenant is required to take the place of a Captain for ten shifts or more within a three month period, the Lieutenant shall be paid retroactively at the Captain's rate of pay for all shifts so worked.

## **ARTICLE 7**

### **PERSONNEL FILES**

An employee shall have the right to inspect and copy at the employee's expense his personal personnel file on reasonable notice and at reasonable times provided a designated superior officer is present at the time of inspection. The County agrees to show the individual officer any material commendatory or derogatory to the officer before it is placed in his personnel jacket.

## **ARTICLE 8**

### **STANDBY-CALLIN**

Employees who are on call for any tour of duty other than their regular tour shall be paid at straight time for two (2) hours. If called into work, they shall be paid at time and one half (1 1/2) for those hours worked.

## ARTICLE 9

### HOLIDAY PAY & STIPEND

#### Holiday Pay

Holiday pay shall be paid as an hourly component of salary and shall be included in the bi-weekly salary checks. The holiday component of base salary shall not be used in the computation of overtime, court time nor shall the holiday component be in any computations performed in accordance with the Fair Labor Standards Act requirements or in the computation of any other contractual fringe benefits.

Superior Officers are scheduled to work specific shifts (1st, 2nd, 3rd, or any odd hour shift) without regard for holidays. The assigned shift determines whether a particular officer works on a holiday or is off. The pay scale of Superior Officers considers this factor and the special responsibilities of superior officers and therefore superior officers have no special holiday pay entitlement. There shall not be any additional pay, time due, or any other form of compensation for working or not working on Holidays.

All references to payment for holidays worked in Collective Bargaining Agreements and related Memoranda of Agreements which expired shall be deleted.

If an Officer calls in sick on a holiday he/she will be charged 1 ½ days sick time.

If an Officer requests a day off on a holiday he/she will be charged 1 ½ days of accumulated time.

In the case of promotions from Correction Officer to Sergeant the promoted Officer shall continue with Holiday payments not in his/her base salary. Commencing January 1st of the following year the Officer shall have his/her holiday pay added to his/her base salary.

Any Time Due days left on the books prior to January 1, 1997 shall be compensated by a day off, or if paid for such time (either upon separation or in accordance with any existing contract provision) at the rate in effect 12/31/96. Any and all payments referred to above shall be frozen at the wage rates effective on 12/31/96.

Abuse of sick leave in connection with a holiday (the Holiday itself, or the calendar day before or after the Holiday) will subject a employee to disciplinary procedures.

In the event the County Executive, the President or the Governor of New Jersey declares an additional holiday (beyond the current 14), then the employee shall be compensated for the additional day in the method utilized prior to 1997 (Officers who work on the Holiday are paid at the rate of 1 1/2. Officers who do not work the Holiday get one due day at the straight rate or pay at the rate of 1 1/2).

#### **Stipend**

Effective January 1, 2007, the yearly eighteen hundred dollars (\$1,800) Stipend shall be increased to twenty-two hundred dollars (\$2,200) and shall continue to be calculated as an hourly component of salary and shall be included in the bi-weekly salary checks for preliminary and postliminary activities as set forth in this Agreement. The stipend component of base salary shall not be used in the computation of overtime, court time nor shall the stipend component be included in any computations performed in accordance with the Fair Labor Standards Act requirements or in the computation of any other contractual fringe benefits.

All references to the stipend payment in prior Collective Bargaining Agreements and related Memoranda of Agreements shall be deleted.

The duties and responsibilities associated with the stipend pay shall remain constant.

The stipend is for preliminary and postliminary activities. The following is a list of the duties and responsibilities:

1. Superior Officers shall be required to report to work thirty (30) minutes before their regular starting time to prepare for their shift.
2. Two annual fire arms qualifications.
3. One (1) staff meeting per month held by the Custody Commander and his subordinates on each tour of duty; or one (1) staff meeting per month held by the Administrative Captain and his subordinates on each tour of duty.  
The meetings shall be conducted outside of the hours of that shift's normal work schedule.
4. Quarterly meetings consisting of Lieutenants and Sergeants with the Director of Corrections or his designee, conducted outside of the hours of the Officers normal shift.
5. Shift Commander/Administrative Operation Captain's monthly conference with the Director of Corrections or his designee, conducted outside of the hours of the Officers normal shift.
6. In lieu of up to three of the above meetings per year, four (4) hours of training per meeting can be substituted.

Holiday Pay and Stipend shall be replaced by the term "base pay adjustment" on the payroll system.

## **ARTICLE 10**

### **SENIORITY**

Seniority in time in grade shall be a consideration for job reassignment, however, seniority will not be the sole determining factor.

Seniority is defined as the length of continuous service of permanent Superior Officers.

A list of Superior Officers listed according to seniority shall be posted annually and kept current by the County.

Any reduction in rank will be as per Civil Service Statute and Regulations.

#### **Vacancy or Job Opening**

A vacancy or opening is defined as an opening which will continue for at least eight days created by an employee quitting, retiring, being discharged, dying, being transferred, failure to return after a granted leave of absence, a new job or secondary vacancy created by the filing of a initial vacancy.

#### **Preference Sheet**

A preference sheet is to be provided by the County for each opening and shall be posted for a period of five days, no more or less, and shall be in a form which permits employees to record their bid for a vacancy or opening.

#### **Reduction in Force**

Reductions in force will be done in accordance with Civil Service regulations and procedures.

### Retention of Benefits

Nothing contained herein is intended to limit or change the application of seniority under Civil Service law and wherever there should appear to be a conflict between this Agreement and Civil Service law the latter shall prevail.

### Vacation Picks

Traditional principles of full and absolute seniority shall apply to vacation picks.

### Voluntary Shift Transfer List

A voluntary shift transfer list is to be maintained by the County upon which the employee shall be permitted to record his preference for particular shifts. Transfers shall be made according to the date that the request was submitted provided, however, exceptions may be allowed with the consent of the Association.

### Involuntary Transfers

An involuntary transfer from one shift to another or one job to another may be made for good cause by the Director or his designee. When so transferred, the employee may any time thereafter, state his preference on the voluntary shift transfer and/or job bid list as previously set forth.

### Job Opening and Voluntary Transfer

When an opening occurs, the vacancy will be filled the employee with the longest seniority provided he is eligible and qualified and provided he has stated his bid or preference for the opening and has had his bid or preference recorded on the preference sheet or voluntary transfer list. The preference sheet is to be exhausted by going from the most senior to the least senior employee before resorting to the voluntary transfer list. Once the preference sheet is exhausted the vacancy will be

filled from the voluntary transfer list according to seniority provided once again that the employee is qualified and eligible.

## ARTICLE 11

### RECIPROCAL DAYS

#### PURPOSE

To provide a means by which employees who occupy 24 hour per day, 7 day per week positions can temporarily reorganize their work schedule in order to attend to personal business. Employees are limited to 2 Reciprocal Days per pay period.

#### PROCEDURE

When circumstances demand an employee's absence from his/her shift on a given day, the employee may submit a request for a Reciprocal Day. A Reciprocal Day is a temporary reassignment between two employees with the same job title who are employed within the same organizational unit. Holidays are excluded from consideration for Reciprocal Days. Such reassessments must be mutually agreed upon by both employees, and must take place during the same workweek. For the 1st shift (6:00 a.m. to 2:00 p.m.) and the 2nd shift (2:00 p.m. to 10:00 p.m.), the workweek shall begin on Saturday and end on Friday. Since the hours worked for the 3rd shift are recorded on the day that the majority of hours are worked, the workweek shall begin with the Friday Shift (10:00 p.m. to 6:00 a.m. Saturday) and end with the Thursday Shift (10:00 p.m. Thursday to 6:00 a.m. Friday). Since work schedules may differ based on the employee's title and responsibilities, the above is offered as an example.

To be eligible for a Reciprocal Day, the petitioner must identify another employee with the same job title with the organizational unit, who will formally agree to work the shift in question. In exchange, the employee requesting the Reciprocal Day must formally agree to work a shift during the same workweek for the employee who agreed to the

temporary reassignment. Both employees must be equally qualified to fill the respective assignments. If one of the assignments requires a current weapons qualifications, valid driver's license or commercial driver's license, for example, the employee accepting that assignment must possess that qualification. Applications where employees are not properly qualified for the respective assignments shall be denied.

To apply for a Reciprocal Day the petitioner and the co-worker who is to be temporarily reassigned will complete their respective portions of the "Application for Reciprocal Day." The completed application, which has been signed by both parties, will be submitted to the employees' department head at least five (5) days before the first schedule change. Applications that are submitted less than five (5) days in advance are subject to disapproval.

The department head, or designee, shall render a determination on the application for a Reciprocal Day within two days of receipt. Subject to operational needs of the Facility, requests for a Reciprocal Day will not be unreasonable withheld or denied. The employees who cosigned the application are responsible for contacting the Scheduling Unit (for custody staff) or their department head (for non-custody personnel) to determine the status of their application. When the department head approves the request, he or she will forward it to Scheduling Unit (for custody) or the unit's Timekeeper (for non-custody). Scheduling Unit staff or the Timekeeper will note the necessary scheduling adjustments for the days on which the temporary reassignments will occur. When an employee agrees to work, as the applicant or co-worker, he/she shall subject to all Essex County Department of Corrections Rules and Regulations including, but not limited to, the Attendance Improvement Policy and the Attendance Verification Policy/Essential

Personnel, and shall be subject to appropriate disciplinary actions for any violation of rules and regulations on a Reciprocal Day he/she agreed to work.

Decisions made pursuant to this General Order shall not be subject to the grievance and arbitration provisions of the Collective Bargaining Agreement.

## ARTICLE 12

### FREEHOLDER RESOLUTIONS AND JAIL/COUNTY POLICIES

Resolutions of the Essex County Board of Chosen Freeholders affecting or that may affect the membership in regard to wages, hours, terms and other conditions of employment, will be forwarded to the President of the Union in advance of their consideration whenever practicable and within a reasonable period of time after the resolution has been passed.

The Association President will be notified of any change in institutional policy directly affecting the Employees or the inmates.

## **ARTICLE 13**

### **EXTENT OF COUNTY LIABILITY**

#### **A. POLICY**

Whenever an action is instituted against any employee for any act or omission arising out of and in the course of, and within the scope of, the performance of the duties of his/her office, position or employment, the County shall defer the cost of defending such action as set forth below:

The County's obligation hereunder shall be limited to those cases in which:

1. The proceeding is dismissed or results in a final disposition in favor of the employee; and
2. the employee was acting in a matter in which the County had an interest; and
3. the employee was acting in the discharge of a duty imposed or authorized by law; and
4. the employee was acting in good faith; and
5. the employee is a named defendant in a matter pending before a court of competent jurisdiction.

#### **B. PROCEDURE - CRIMINAL ACTION**

1. An employee who may ultimately seek reimbursement from the County for the costs of defending any criminal proceeding shall deliver the complaint or indictment to the County Counsel within ten (10) calendar days of the time he/she is served with any complaint or indictment, whichever shall occur first.
2. The County Counsel will rule upon the entitlement of employees to reimbursement of their expenses only after the termination of the criminal proceeding. Therefore, an employee who may ultimately seek reimbursement should retain his

personal attorney with knowledge that the employee may or may not be subsequently reimbursed by the County, and that if the employee is reimbursed it will be in an amount within the limits set out in paragraph B3 even if the attorneys fee to be paid by the employee is greater than that amount. The County Counsel as a convenience to employees will make an effort to maintain a list ("pool") of private attorneys who are available to be retained by employees at the rate of \$45.00 per hour. However, the County will under no circumstances be liable to any pool or other attorney at any time; rather, the County will directly reimburse an employee in the amount set forth in paragraph B3 if and when the County Counsel determines at the termination of the criminal proceedings that the employee is entitled to reimbursement.

An employee will be barred from any reimbursement by the County if he does not obtain an agreement with his attorney which require his attorney to keep accurate and complete records of the hours which the attorney spends on the case (to include the date and nature of service performed with regard to all time) from the outset of the case and to submit an affidavit of services at the conclusion of the case setting out that detailed time information. Within five (5) days after retaining an attorney, the employee shall forward a signed copy of the retainer agreement to the County Counsel.

3. An employee who wishes to seek reimbursement of his legal expenses in defense of a criminal proceeding shall notify the County Counsel within twenty (20) days of the termination of that proceeding. The employee shall submit to the County Counsel a detailed affidavit of services signed by his attorney setting forth the time spent on the case as set out in paragraph B2. The County Counsel will then make a binding determination as to whether or not the employee is entitled to reimbursement

for all or any parties of his legal expenses.

The County Counsel shall determine that the employee is entitled to reimbursement if the County Counsel concludes that all of the standards set forth in paragraph A have been met. If the County Counsel determines that the employee is entitled to reimbursement, the County Counsel shall approve payment by the County to the employee of counsel fees at a rate of \$45.00 per hour of attorney time, or if the fee which was charged by the attorney to the employee was less, than at a lower rate, as well as expenses of the hearing, trial and appeals in question. The County Counsel may disapprove of any reimbursement of any employee for any attorney hours which the County Counsel concludes are in excess of a reasonable number for the services which were rendered in the case.

### C. PROCEDURE

1. Any employee who is served with a summons and complaint shall, within ten (10) calendar days of the time he/she is served with the summons and complaint, deliver the summons and complaint along with any accident or incident reports relevant to the action, to the County Counsel.

2. The County Counsel will review all documents submitted to determine if the employee is entitled to have representation provided to him/her. If the employee is entitled to representation, such representation shall be provided by the County Counsel, an attorney selected by any insurance carrier insuring the County, or by private counsel to be retained by the County. In no event will private counsel retained by the employee be compensated for his/her services by the County of Essex.

3. The County shall provide representation to the employee at all stages of the litigation, and shall save harmless and protect the employee from any financial loss

resulting from any action in which the County provides such representation.

## **ARTICLE 14**

### **LONGEVITY**

1. The longevity program will be continued in effect for all permanent employees who were on the payroll as of December 31, 1974, but will be discontinued and inapplicable for all employees hired after December 31, 1974.

2. All longevity increments due on or after January 1, 1976, shall be calculated on a basis of the regular salary increment in effect on December 31, 1975, and shall not be thereafter modified.

3. Effective January 1, 1976, inequities in longevity payments will be eliminated over a five year basis by increasing an affected employee's longevity increment to the extent of twenty percent (20%) of said inequity in each of the aforementioned five (5) years.

4. Longevity increments will be paid as heretofore, namely, beginning with the pay period following the anniversary date of employment.

## ARTICLE 15

### GRIEVANCE PROCEDURE

Any dispute, difference, or grievance regarding the interpretation, application or violation of policies, administrative decisions and agreements, including this Agreement, affecting Corrections Officers shall first be attempted to be settled by means of a conference between the representatives of the Union and the Director of Corrections or his designee. The parties agree to a thirty (30) day period in which to resolve the grievance via the conference procedure, (the "conference period"). Any extensions to such period must be set forth in writing by the parties. If the grievance is not resolved within the conference period, the Union shall have twenty (20) calendar days to proceed to Step 1 of the grievance procedure.

In the event that such grievance shall not have been satisfactorily adjusted between the parties in the manner provided above, then such grievance regarding the interpretation or application of the provisions of the Agreement may be submitted to arbitration (subject to the limitations set forth herein) at the request of either party to the Public Employment Relations Commission who shall designate an Arbitrator.

The decision of the designated arbitrator shall be binding and final upon the parties. The parties agree that the expenses of the arbitration shall be borne equally between them. Only the Union or the County shall have the right to submit a matter to binding arbitration.

Step 1: A written grievance must be submitted, in writing, to the Warden or his designee with a copy to the Director of Human Resources. The Warden or his designee shall issue a decision in writing within ten (10) calendar days of the filing at Step 1. If the Warden or his designee denies the grievance, the Union shall proceed to Step 2.

Step 2: A written grievance must be submitted, in writing, to the Director of **EXHIBIT A**  
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Corrections. The Director of Corrections or his designee shall issue a decision, in writing, within ten (10) calendar days of the filing at Step 2. If the Director or his designee denies the grievance, the Union shall proceed to Step 3. The Union may proceed to file for arbitration with the Public Employment Relations Commission within twenty (20) days of the decision from the Director or twenty (20) days from the last day the Director could have responded, i.e. twenty (20) calendar days from when the grievance was filed at Step 2.

Step 3: The Union may proceed to file for arbitration with the Public Employment Relations Commission.

If a decision is not rendered by the Warden or the Director of Corrections or their designee within the timeframes above, this shall constitute a denial.

Failure to file a grievance under the timeframes or advance to the next step of the grievance procedure by the Union, shall constitute an abandonment of the grievance unless the parties have mutually agreed to extend the timeframe, either verbally or in writing.

Any Employee, who shall be required to testify at or attend hearings of arbitration, mediation, or settlement on any questions or violations of this Agreement, shall not suffer any loss of wages by reason thereof.

A copy of the Grievance Procedure Form is set forth as Schedule C.

## ARTICLE 16

### VACATION TIME

SOA Jail\* employees and all employees promoted into the Unit after April 1, 2004 will have the following vacation schedule:

#### Year

1-5	12
6-10	17
11-15	20
16-20	23
20 +	25

SOA Annex\*\* employees will continue to have the SOA Annex vacation schedule:

- 1st year 1 vacation day for each month of service
- 2-5 years - 14 days
- After 5 years & up to and including 15 years - 17 days
- After 15 years & up to and including 20 years - 22 days
- After 20 years - 27 days

In the event the Legislature enacts into law the Act known "20 and out" permitting Employees with twenty (20) years of service to retire, then the County agrees upon demand by the FOP to reopen this Article dealing with vacations for the purpose of renegotiating this Article only.

Employees may at their option split vacation periods.

\* Refers to employees who worked at the Nelson Place Jail

\*\* Refer to employees who worked at the Caldwell Jail Annex.

## **ARTICLE 17**

### **TIME DUE DAYS**

Any Time Due Days or Due Days on the books as of November 29, 2005 are subject to the following: The employee will be required to cash in a total of 80 hours each year until the accumulated time due days are exhausted. Time due days will no longer accumulate.

## ARTICLE 18

### SICK TIME

Full-time employees receive 1.25 days of sick leave for each completed month of service after his or her date of hire until December 31st of that year. Thereafter, an employee receives 15 sick days per year if he or she works the entire year. The 15 days are credited on January 1st of each year.

Sick leave may only be used for personal illness, non-work related accident, exposure to contagious disease, serious illness or death in the immediate family. Immediate family consists of parents, step-parents, spouse, children, step-children, foster children, legal guardian, legal ward, brother or sister, grandparents, mother-in-law, father-in-law, or any relative of the employee who resides in the employee's household.

Unused sick leave accumulates from year to year, to be used if needed.

The Essex County Department of Corrections' Attendance Control Policy remains in full force and effect. Any changes to the within Policy requires advance notice to the Union President.

## **ARTICLE 19**

### **BEREAVEMENT DAYS**

Up to three (3) bereavement days, non-cumulative, with pay, per death shall be provided for death in the immediate family with proper identification. "Immediate Family" shall mean the following: parent of employee or spouse, sibling of employee or spouse, child of employee or spouse, spouse of employee, guardian of employee or spouse, grandparents of employee or spouse.

## **ARTICLE 20**

### **MEAL AND BREAK PERIODS**

Except in case of emergency, each Officer is entitled to a sixty (60) minute meal period without deduction in pay. The County shall provide a meal according to what is being served to the inmates. Break time shall be taken away from an Officer's assigned work location.

Under no circumstances are break or lunch periods to be taken outside of the facility. No Officer is permitted to leave the jail grounds during break or lunch periods.

## ARTICLE 21

### HEALTH INSURANCE & SECTION 125 CAFETERIA PLAN

1. The existing Hospitalization, Medical-Surgical and Major Medical Insurance benefits shall be paid for by the County except as set forth below. The County reserves the right to select the insurance carrier who shall provide such benefits, as long as the benefits are not less than those now provided by the County.

The County shall maintain the following:

- (a) Pre-Admission Review, as set forth in Schedule A, attached hereto and made a part hereof;
- (b) Second Surgical Opinions, as set forth in Schedule A; and made a part hereof; and
- (c) Twenty (20%) Percent Co-Pay for Dependant Coverage only:

(1) This coverage will apply to "New Hires" only. For the purpose of this provision, "New Hires" shall be defined as employees hired after December 31, 1993. Bargaining Unit employees working for the County on or before December 31, 1993 will be considered "vested" in the current health care coverage, and will not be required to pay a twenty percent (20%) co-pay for dependant coverage even if anyone is laid off after December 31, 1993 and then rehired by the County.

(2) The twenty (20%) percent co-pay will be capped at the applicable 1993 rate (for Parent/child, Husband/Wife, and Family) as follows:

Husband/Wife	\$52.72 per month
Family	\$70.93 per month
Parent/Child	\$23.41 per month

(d) Effective and retroactive to January 1, 2011, all employees shall contribute towards the cost of the applicable health plan any amounts specified by legislation, which includes P.L. 2011, c. 78 and P.L. 2010, C. 2, or the contribution specified in this Article, whichever is greater.

(e) **Waiver/Opt-Out**

Effective January 1, 2012 the County will implement a waiver program for health benefits insurance costs for active employees. The waiver program will consist of the following:

1. Employees may waive family coverage to be capped at \$4,000 or 25% of the amount saved by the County, whichever is less.
2. Employees may waive parent/child or husband/wife coverage to be capped at \$3,000 or 25% of the amount saved by the County, whichever is less.
3. Employees may waive single coverage to be capped at \$2,000 or 25% of the amount saved by the County, whichever is less.
4. In order to be eligible for the waiver, the employee must be enrolled in other health care coverage and provide the County proof of creditable coverage.
5. If an employee continues to receive prescription coverage from the County, the employee must pay the applicable amount as set forth by legislation.
6. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through the employee's spouse for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received which represents an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume coverage shall file a declaration with the County, in such form as the County shall prescribe, that the waiver is revoked. The decision of the County to allow its employees to waive coverage and the amount of consideration to be paid therefore shall not be subject to the collective bargaining process.

2. The existing Drug Prescription Plan paid for by the County shall be continued in effect. The County reserves the right to select the insurance carrier who shall provide such benefits. The co-pays are as follows:

- (a) Ten Dollars (\$10.00) for generic drugs;
- (b) Twenty-five Dollars (\$25.00) for non-generic drugs;
- (c) The mail order prescription plan shall be continued.

3. Upon retirement, an Employee who is a member of the Essex County Employee Retirement System may continue his/her health insurance, and Two Thousand Dollars (\$2,000.00) life insurance by paying group rate premiums.

4. The County will provide health benefits as described in Section 1 below to Employees who retire and fulfill all the requirements and criteria of Section 2 below. In consideration of providing this benefit the parties agree that the Six Hundred Dollars (\$600.00) annual payment to qualifying retirees is hereby eliminated.

Section 1. (a) The coverage outlined in this provision is for the eligible retiree and his/her dependents as defined in the Plan documents governing this benefit and subject to any conditions and stipulations set forth herein. Upon the death of the retiree, all coverage pursuant to this provision shall be terminated at the end of the calendar month in which the covered retired Employee died.

(b) All coverage provided pursuant to this provision shall be limited to the County Point of Service Plan or the County offered Health Maintenance Organization (HMOs). The County reserves the right to amend or change this coverage and the Plan to any extent necessary, including changing the service provider, provided the level of coverage provided to retirees will be at the same level as contained in the current Plan document on the date this Agreement is signed.

(c) The County will provide Prescription Drug Plan benefits to eligible retirees at the same level as provided to active Employees.

(d) At such time as the eligible retiree becomes Medicare eligible, the eligible retirees will assume the cost of any Medicare coverage. It is expressly understood that the County will only provide supplemental coverage to Medicare.

**Section 2.** In order to be eligible for the health benefits described in Section 1 above, the Employee who retires must:

(a) Have twenty-five (25) years or more of service credit in any of the following: the State Public Employment Retirement System of New Jersey (PERS); the Essex County Employment Retirement System (ERS); the Police and Fire Retirement System of New Jersey (PFRS); or the consolidated Police and Firemen's Pension Fund (CPFPF); and

(b) Be actively employed with the County of Essex on the date this provision was made part of the Agreement; and

(c) Have a total of ten (10) years of employment service with the County of Essex prior to his/her retirement; and

(d) Have been an Employee of the County of Essex immediately prior to his/her retirement; and

(e) Not elect a vested and deferred retirement; and

(f) Not elect or take a disability retirement with less than twenty-five (25) years of service credit in PERS, ERS, PFRS, or CPFPF; and

(g) Not receive payments or stipends of any kind for premiums, charges or the like for retiree medical benefits from any Employer; and

(h) Not receive health benefits coverage from a source other than Essex County; and

(i) Not be eligible to receive health benefits coverage from a source other than Essex County; and

(j) Not be an active Employee who is eligible for retiree health benefits initially provided by a non-County operated predecessor to a current Essex County agency, for example, the Essex County Welfare Board; and

(k) Not be a retired Employee of a non-County operated predecessor to a current Essex County agency, for example, the Essex County Welfare Board, who is currently receiving health benefits from that predecessor agency.

Notwithstanding the requirements set forth in Section 1 above, and subject to all remaining terms, conditions and eligibility requirements contained in Section 2 above, employees who elected retirement between January 1, 1998 and the date this provision was made part of the Agreement shall be eligible for coverage outlined in this provision, provided that the first date of retirement occurred between January 1, 1998 and the date this provision was made part of the Agreement.

In the event that a retiree ceases to be eligible for, or to receive, health benefits from an Employer or source other than Essex County and he/she then meets all the requirements of Section 2, he/she shall be entitled to the benefits described in Section 1 of this provision.

5. The County may change insurance carriers or be self-insured, so long as it does not reduce existing benefits.

6. The County shall provide employees an opportunity to participate in its Section 125 Cafeteria Plan.

## ARTICLE 22

### DUES DEDUCTION AND AGENCY SHOP

The County agrees to deduct dues for the Union from the wages of employees covered by this Agreement, pursuant to the existing statute as amended, N.J.S.A. 34:13A-5.6, provided at the time of such deduction there is in possession of the County a current written assignment, individually and voluntarily executed by the Employee. The Union shall be responsible for securing the signatures of its members on the forms and delivering the signed forms to the County. Existing employees shall not be required to submit any written assignment since same has been previously submitted and accepted by the County.

The County will deduct the current uniform dues from the pay of the Employee(s) on a biweekly basis provided that if an employee has no pay coming for such pay period, or if such pay period is the first pay of a new employee, such dues shall be deducted from the next appropriate pay period. The County will deduct from the employee(s) in any one month only dues incurred while an individual has been in the employ of the County and only such amounts becoming due and payable in such month.

In the event that a refund is due an employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.

If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish to the County notice of the change at least thirty (30) days prior to the effective date of such change.

Any employee in the bargaining unit who does not join the Union shall, as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The

representation fee shall be in an amount not to exceed eighty-five percent (85%) of the regular Union membership dues, fees and assessments as certified to the employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the Union and the employer.

The Union agrees that it will indemnify and save harmless the County against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the County at the request of the Union under this Article.

## **ARTICLE 23**

### **NO STRIKE PLEDGE**

It is recognized that the need for continued and uninterrupted operation of the County's Departments and Agencies is of paramount importance to the citizens of the community, and that there should be no interference with such operation.

The Union covenants and agrees that during the term of this agreement neither the Union nor any person acting in its behalf will cause a strike, or other deliberate work interference with normal work procedures against the County.

In the event of a strike, or other deliberate interference with normal work procedures, it is covenanted and agreed that participation in any such activity by the Union shall entitle the County to take appropriate disciplinary action including possible discharge in accordance with applicable law.

Nothing contained in this Agreement shall be construed to limit or restrict the County in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union.

## ARTICLE 24

### EMPLOYEE DEVELOPMENT FUND

Effective in 2006, the County agrees to pay Two Hundred Fifty Dollars (\$250.00) per employee to the Employee Development Fund. Effective in 2007, the County agrees to pay Three Hundred Fifty Dollars (\$350.00) per employee to the Employee Development Fund.

The number of employees shall be determined as of January 1 of each year. The appropriate amount shall be paid to the Union by the County of Essex no later than March 1 each year. The money shall be used for situations not covered by the Collective Bargaining Agreement between the parties.

This fund is to be held in a separate account and used at the discretion of the Union, and the Union indemnifies the County of all responsibility for the fund's operation.

## **ARTICLE 25**

### **PERSONAL DAYS**

Full-time employees shall be entitled to three personal days with pay per year.

Personal days are granted to employees with the assumption that they shall be employed the complete calendar year. If an employee separates service for any reason during the calendar year, personal days shall be prorated for the portion of the calendar year he/she is actively employed. Employees who have utilized a greater portion of their prorated personal days upon separation shall be liable for personal leave taken in excess of their entitlement and shall have this time deducted from any money owed to the employee upon separation.

Newly hired full-time employees shall accrue personal days in accordance with the following schedule:

<b>DATE OF EMPLOYMENT</b>	<b>NUMBER OF DAYS</b>
January 1 to February 29	3 Personal Days
March 1 to June 30	2 Personal Days
July 1 to October 31	1 Personal Day
November 1 to December 31	0 Personal Day

Personal days shall not be carried over to the succeeding calendar year and must be utilized in the year that they are granted.

## ARTICLE 26

### RIGHTS OF EXCLUSIVE BARGAINING UNIT AND BULLETIN BOARDS

Office space for use by the Union within the confines of the Correction Center will be provided by the County. A phone line and computer line will be provided and maintained at Union's cost and expense. Phone line will not be accessible for use within the Correction Center and computer line will stand alone and not networked.

The Association shall have the use of one bulletin board for the posting of notices relating to meetings and official business only. No notice shall be posted until it has been submitted to the Warden.

## **ARTICLE 27**

### **PHYSICAL EXAMINATIONS**

All Employees shall receive a complete physical examination at least twice a year.

Yearly chest x-rays will be made available to all employees at no cost and the results of the x- rays will be made available to them.

## **ARTICLE 28**

### **RETROACTIVE PAYMENTS**

Retroactive salaries shall be paid soon as possible.

## **ARTICLE 29**

### **DEPARTMENTAL INVESTIGATIONS**

The Attorney General Guidelines on Internal Affairs is adopted and incorporated herein with respect to departmental investigations. All applicable statutes, including but not limited to, civil service statutes and regulations, pertaining to the disciplining of a correction officer are incorporated herein.

## ARTICLE 30

### PROMOTIONS AND JOB TITLES

The Correction Officer series shall be: County Correction Officer, County Correction Officer-Sergeant, County Correction Officer-Lieutenant, and County Correction Officer-Captain.

In accordance with Civil Service Regulations, promotional examinations shall be open to all permanent employees in the next lower title who have served in that lower title for not less than one year.

## **ARTICLE 31**

### **UNIFORM AND SAFETY ALLOWANCES**

Each employee shall continue to receive eight hundred dollars (\$800.00) per year for Uniform and Safety Allowance.

Effective 2012, the Uniform and Safety Allowance shall be paid two (2) times a year by separate paycheck as follows:

- A. Four hundred dollars (\$400.00) between the first and second pays in March; and
- B. Four hundred dollars (\$400.00) between the first and second pays in September.

If the County changes uniforms required to be worn by officers, the County shall be responsible for the cost of the initial uniforms issued.

## ARTICLE 32

### EDUCATION ALLOWANCE

An employee who has attained college credits in police science, criminal justice, or social services having a reasonable relationship to correctional or rehabilitative services from a fully accredited college (accredited by the institutional agency - Middle States Association of Colleges & Schools, or the New England, Great Lakes, Plains, Southeast, Southwest, Rocky Mountains or Far West geographical regions) may submit verification of such college credits and receive additional annual compensation in accordance with the following schedule:

Jail\*-July 1, 2002

Captains	60 Credits	\$9,461
Lieutenants	30 Credits	\$4,730
Sergeants	60 Credits	\$7,847
	30 Credits	\$3,924
	60 Credits	\$6,534
	30 Credits	\$3,266

Annex\*\*-July 1, 2002

Captains	60 Credits	\$10,661
Lieutenants	30 Credits	\$5,330
Sergeants	60 Credits	\$8,950
	30 Credits	\$4,475
	60 Credits	\$7,536
	30 Credits	\$3,768

Jail\*-July 1, 2003

Captains	60 Credits	\$ 9,792
Lieutenants	30 Credits	\$ 4,895
Sergeants	60 Credits	\$ 8,122
	30 Credits	\$ 4,061
	60 Credits	\$ 6,763
	30 Credits	\$ 3,381

Annex\*\*-July 1, 2003

Captains	60 Credits	\$11,034
Lieutenants	30 Credits	\$ 5,517
Sergeants	60 Credits	\$ 9,263
	30 Credits	\$ 4,632
	60 Credits	\$ 7,800
	30 Credits	\$ 3,900

Retroactive payment of difference in Education Allowance paid to date and agreed to increases as set forth above to all employees for 2002 and 2003.

Any employee entitled to the above Education Allowance will continue to receive the above amount.

All employees promoted after April 1, 2004 will receive the following:

Captains	60 Credits	\$11,034
Lieutenants	30 Credits	\$ 5,517
Sergeants	60 Credits	\$ 9,263
	30 Credits	\$ 4,632
	60 Credits	\$ 7,800
	30 Credits	\$ 3,900

Effective January 1, 2005 employees possessing a BA Degree will receive an Education Allowance of \$13,792 for Captains, \$11,579 for Lieutenants, \$9,749 for Sergeants.

Effective April 1, 2004, the education allowance is frozen at the following:

Captains	60 Credits	\$11,034
Lieutenants	30 Credits	\$ 5,517
Sergeants	60 Credits	\$ 9,263
	30 Credits	\$ 4,632
	60 Credits	\$ 7,800
	30 Credits	\$ 3,900

and BA Degree = \$13,792 for Captains, \$11,579 for Lieutenants, \$9,749 for Sergeants.

\*Refers to employees who worked at the Nelson Place Jail.

\*\*Refers to employees who worked at the Caldwell Jail Annex.

## **ARTICLE 33**

### **TERMINAL LEAVE**

Unit employees designated as an Annex employee as of March 31, 2004 and currently on the unit payroll as set forth on the attached list (Schedule B) will continue to receive their accumulated sick time on a 1-1 basis upon retirement.

Unit employees designated as a Jail employee as of March 31, 2004 and currently on the Unit payroll as set forth on the attached list (Schedule B) will receive their accumulated sick time on a 1-1 basis upon retirement.

All Correction Officers promoted into the Unit on or after April 1, 2004 will receive their accumulated sick time upon retirement on a 1-5 basis. All Correction Officers promoted into the Unit on or after April 1, 2004, will be entitled to carry their accumulated sick time as Correction Officers and cash out such accumulated sick time upon retirement as earned and reflected on the County records as of the date of promotion. Correction Officers promoted into the Unit on or after April 1, 2004 shall be required to use accumulated sick time on a first in first out basis.

## **ARTICLE 34**

### **RESIDENCY REQUIREMENT**

Effective upon full execution of the Agreement, current and future FOP 106 represented employees are required to be or have been bona fide residents of the County of Essex for five (5) years while employed by the County.

IN WITNESS WHEREOF, the parties have, by their authorized representatives,  
set their hands and seals this                      day of                      , 2014.

## FOR THE UNION

  
Michael Cantalupo

  
James Troisi, Delegate  
FOP 106

FOR THE COUNTY OF ESSEX

~~Joseph N. DiVincenzo, Jr.  
Essex County Executive~~

Deborah Davis Ford, Clerk of the  
Board of Chosen Freeholders

~~Approved as to Form  
James R. Paganelli, Esq.  
Essex County Counsel~~

## INSURANCE APPENDIX

### SCHEDULE A

#### Pre-Admission Review

Pre-Admission review was established to provide a balanced and comprehensive professional review process with the objective of reducing unnecessary hospital admissions and procedures. Registered nurses trained and certified in utilization review, in conjunction with staff physicians, conduct the process which allows for the development of flexible and highly individualized programs to meet the needs of the County of Essex and the employees. Experience shows that a peer discussion process (physician to physician) is the only effective way to gain true cooperation from the providers affected by the process.

The pre-certification process is implemented as a monitoring tool in the total case management process by facilitating early intervention which allows the review process to influence the site of care and the utilization of medical resources and services associated with the diagnosis. Early intervention by the Peer Review process fosters a spirit of cooperation which paves the way for the efficient resolution of the review process.

The total "utilization management" process includes the pre-certification "point of entry", concurrent follow-up review throughout the confinement, discharge planning, and short-term case management following discharge. When the process identifies those situations of catastrophic potential and those which are likely to reach the stop-loss threshold, large case management can be recommended.

#### Benefits to the Employee

Maximizing employees' health care benefits

Ensuring the highest quality of treatment for employees and their families

Eliminating unnecessary procedures and excessive hospital stays

Providing employees with a confidential Patient Advocate Line where questions about health care can be answered by health care professionals.

All that is required is that the employee or provider call a toll-free number prior to planned hospital admissions, and within two working days of emergency admissions. Additionally, employees are asked to notify the Medical Review Specialist of maternity care within the first three months of pregnancy. This will allow the Medical Review Specialist to screen for and identify situations that are at high risk for complications of pregnancy and/or premature bilihs. As part of the early intervention component for pregnant women, information will be gathered to better identify the risk factors which will then be shared with the patient's physician.

An effective utilization management program must be carried out as a mandatory requirement of covered employees. If an employee does not obtain pre-authorization prior to the service being rendered, covered hospitalization benefits will be reduced by 20% to a maximum penalty of \$500.

### Commonly Asked Questions About Pre-Admission Review

#### 1. What is Pre-Admission Review?

Pre-Admission Review (PAR) is a program through which you will be advised in advance of a hospital admission, whether inpatient care is necessary for your condition.

PAR is designed to encourage outpatient care when medically appropriate.

Basically, the program is designed to promote health care in an appropriate setting and, at the same time, control health care costs. In essence, it aims to manage health care treatment.

#### 2. How does it work?

If hospitalization is recommended, you must have your doctor call PAR medical review specialists, (doctors and nurses) using the toll-free number.

These medical review specialist will review you case and, based on established medical criteria, determine the proper place of care.

If inpatient hospitalization is determined to be appropriate, the PAR medical specialists will send a copy of the written authorization to you, your doctor, and the hospital.

The PAR medical specialists may determine that another setting (e.g. hospital outpatient department, doctor's office, surgical center), is medically appropriate for your condition. If so, they will notify you in writing that the requested inpatient admission has been denied and they will suggest other available alternatives.

Please note: A Pre-Admission Review is not necessary for maternity deliveries (vaginal or cesarean).

3. Will participation in the PAR program alter my benefit payment?

Your benefit payment depends on your individual situation. As long as PAR procedures are followed and your inpatient hospitalization is approved, the County of Essex will pay full benefits in accordance with the terms of your health benefits plan. If you follow the PAR procedures and your inpatient admission is denied, you can still be assured of payment, in accordance with your health benefits plan, for the service performed in an alternate outpatient setting.

If you think the denial is unfair, you or your doctor may request a second review by a different team of medical professionals.

4. What happens if I don't follow the PAR program procedures and I am admitted to the hospital as an inpatient?

If it is determined afterwards that the admission necessary, you will be liable for 20% of the covered hospital charges that the County of Essex would otherwise have paid, but no more than a maximum penalty of \$500.

5. What if my physician does not call PAR medical specialists?

If your physician does not call, you can call the PAR medical specialists yourself and provide the necessary information. One of the PAR nurses will call your physician for verification and will obtain any additional information that is needed.

6. If my doctor schedules me for surgery in an outpatient setting, do I need PAR?

No, PAR is only necessary when your doctor requests that you be admitted to the hospital as an inpatient (overnight stay).

7. What happens if I have to be admitted to the hospital on an emergency basis?

Either you, a family member, your doctor, or a hospital representative must notify the Referral Center of an emergency admission within forty-eight (48) hours.

8. What happens if complications arise from an outpatient surgery and I have to be admitted to the hospital?

If complications arise during an outpatient surgery, making an inpatient stay medically necessary, full benefits will be paid in accordance with the terms of your plan. You must, however, call the Referral Center within forty-eight (48) hours.

9. What if I intend to be admitted to an out-of-state hospital for a non-maternity, non-emergency procedure? Do I still need PAR?

Yes, You must still obtain PAR from the PAR medical specialists. Your Physician should call the toll-free number.

If you are traveling out-of-state, and need to be admitted to a hospital for maternity delivery, you do not have to obtain PAR. Otherwise, PAR procedures must be followed.

10. Are all members of my family required to participate in the PAR program?

Yes. You and your covered dependents are required to follow the procedures of the PAR program.

11. Why has the County of Essex decided to include this program in our health benefits package?

This program has been included as an effort to promote health care in the appropriate setting and control health care costs so that we can continue to offer quality health benefits. By participating in this program, together we can influence the way health care is delivered without reducing benefits.

#### HOSPITAL TRANSERS

An inpatient being transferred from one hospital to another is considered a new admission. A call to the Referral Center must be placed within 48 hours, or the next business day, advising us of this transfer.

#### OUTPATIENT SURGICAL PROCEDURES

If you are admitted to a hospital as a result of complications from outpatient surgery, a call to the Referral Center must be placed within 48 hours, or the next business day,

advising of the admission.

#### NEWBORN EXTENDED STAYS

A newborn child's stay in the hospital is considered part of the mother's maternity admission and is not subject to Pre-Admission Review. However, if the newborn child remains in the hospital after the mother is discharged, this is considered a new admission, and a call must be placed to the Referral Center within 48 hours, or the next business day, advising of this extended stay.

#### MANDATORY SECOND SURGICAL OPINION PRGRAM

##### 1. What is the Mandatory Second Surgical Opinion Program?

The Mandatory Second Surgical Opinion Program (MSSOP) is a program that covers the cost of a second opinion by a qualified specialist when surgery has been recommended to a patient.

The program is designed to promote quality health care and, at the same time, control health care costs. Also, as an informed patient you can make a better decision when faced with surgery. In many cases, an unnecessary surgery can be avoided.

A list of the surgeries for which you must obtain a second opinion is included.

##### 2. How does the Mandatory Second Surgical Opinion Program Work?

If you or a family member is advised of the need for surgery by a physician: Call the Second Opinion Referral Center TOLL-FREE number.

You will be given the names of board-certified cooperating second option specialists in your area.

Choose one of them and advise the Referral Center of your choice and the date and time of the appointment.

The Referral Center will mail out a special claim form and a letter confirming the appointment to the doctor.

Keep the appointment (or advise the doctor of cancellation).

After the doctor renders the second opinion, he or she will send the completed form to the Referral Center.

3. If the second opinion specialist says I do not need surgery, can I have the surgery anyway?

Yes, the program requires only that you obtain a second option. The second opinion does not have to confirm the need for surgery. The final decision to have surgery lies with you, the patient. If the opinions conflict, you can obtain a third opinion which would also be covered under this program. Just call the Second Opinion Referral Center and follow the same procedure you used for the second option.

4. What happens if I wait a while after getting a second opinion and then decide to have surgery?

The second opinion is valid on your records at the Referral Center for 90 days. If you schedule surgery after 90 days have elapsed, you must call the Referral Center again to update your records.

5. How much will it cost for the second opinion?

Nothing. If you follow the program guidelines and select one of the doctors from the Referral Center, the cost of the second opinion (and the optional third) is paid in full by the County of Essex.

6. Which surgical procedures are part of the Mandatory Second Surgical Opinion Program?

ARTHOSCOPY	Examination of JOINT using a scope (may include meniscectomy)
CATARACT SURGERY	Surgical removal of cataract (clouded lens) from the EYE
CHEMONUCLEOLYSIS	Destruction of VERTEBRAL DISK by injection OF DISK
CHOLECTYSTECTOMY	Removal of GALLBLADDER (may include examination of bile ducts)
CORONARY ARTERY BYPASS SURGERY	Insertion of vein graft to bypass an obstructed HEART ARTERY
EXCISION OF INTER-VERTEBRAL DISK	Removal of herniated DISC (including excision of disk with fusion)

HYSERECTOMY	Removal of Uterus
MASTECTOMY	Surgical removal of BREAST (or portion)
MENISCETOMY	Removal of cartilage from the KNEE
PROSTATECTOMY	Removal of all or part of the PROSTATE
RHINOPLASTY	Surgery of NOSE to correct deformities (includes submucous resection)
SEPTECTOMY WITH RHINOPLASTY	Removal of an obstruction of the NOSE (includes submucous resection)
SPINAL FUSION	Joining of VERTEBRAE for immobilization
TONSILLECTOMY	Removal of TONSILS

7. What happens if I do not obtain a second opinion?

Coverage for surgery is reduced by 20% to a maximum of \$500.

8. What if my doctor advises me to have a surgery not on the mandatory list, but I want a second opinion?

It is very important to call the Second Opinion Referral Center to discuss the particular procedure. In most cases your health benefits plan will allow for payment, but some surgery is not covered for a second opinion, for example:

Cosmetic Surgery

Dental Surgery

Minor Surgery (i.e. removal of sebaceous cyst) Surgery ineligible by your health benefits plan Sterilization procedures

Emergency surgery

Surgery that is performed on an already hospitalized patient

9. Why do I have to go to one of the Referral Center's doctors?

By using the Referral Center's physicians the County of Essex can: guarantee that claims will be paid properly; eliminate payment by subscribers for the second opinion consultation; and be assured that the cooperating specialist is board certified. Physicians who participate in the program are certified and meet certain criteria.

10. Does the second opinion doctor contact my original doctor?

We ask the specialist giving the second opinion consultation not to contact the original doctor to discuss findings or recommendations except with the consent of the patient.

11. What if the second opinion specialist wants to take more tests and/or x-rays? Are these charges covered also?

In most cases the County of Essex will ask the specialist not order additional x-ray and laboratory procedures when satisfactory studies are already available. However, there are times when the specialist might feel additional tests are needed. The specialist must call the Referral Center if additional tests are requested.

12. Why can't the second opinion doctor perform the surgery? What if I like him/her better?

Part of the arrangement between the County of Essex and the Specialists participating in the program, is an agreement that the specialists will not perform the surgery. This was done to help the second opinion physician make an unbiased diagnosis. If the physician knows he cannot perform the surgery, he or she will not sway the patient to have unnecessary surgery.

13. Are doctors aware of this program?

Yes, they are aware of it and most of them accept it. Doctors realize that the thrust on health care is toward cost containment and patient involvement. As a result of programs like this, they deal with more informed, more relaxed patients. Doctors also are aware that some programs are mandatory and that their payments might be reduced if the second opinion was not given. The Referral Center receives many calls from physician's offices asking if specific procedures need a second opinion. They also receive many requests from physicians who wish to join this program as a second opinion specialist.

14. If I am rushed to the hospital in an emergency or if it is determined that I need surgery while hospitalized, do I need a second opinion?

No. If you need surgery while you are hospitalized regardless of your admitting diagnosis, second opinions are not required or allowed. Also, you do not need a second opinion if you are admitted to the hospital for emergency surgery.

15. What if I live out-of-state?

The Referral Center has physicians who provide second opinions for locations outside of New Jersey. If you live out-of-state and require a second opinion, you must call the Referral Center.

16. Why has this program been included in our health benefits package?

This program has been included as an effort to control health care costs. Research has shown that many employees with mandatory second opinion programs in place have experienced substantial savings from these programs. How? The fact is that some elective surgery may not be necessary, yet it always involves some risk and expense. Appropriately 20% of elective surgery will not be confirmed as necessary when a second opinion is obtained. When appropriate, alternative treatments many replace surgery, which in turn may mean reduced risk to the patient. However, when surgery is confirmed by the second opinion, you know that surgery is most likely the best treatment for you.

## **TERMINAL AND VACATION LEAVE**

### **SCHEDULE B**

The following listed supervisors were on the Annex payroll and were dues paying members of F.O.P. Lodge 106 prior to the ratification of the contract in November of 2005.

Capt. Ronald Charles	Lt. Steven Sweigart	Sgt. Antonio Lazzaro
Capt. Archibald Dillon	Lt. Donald Wharton	Sgt. Thomas Logue
Capt. Vincent Whittle	Lt. Carmen Yannuzzi	Sgt. Maurice McCoy
Lt. Jerry Diggs	Sgt. Joseph Badgley	Sgt. Orlando Mendez
Lt. Michael DeRosa	Sgt. Carmine Caprio	Sgt. Glen Meriwether
Lt. Gus Folinas	Sgt. Patrick Carnes	Sgt. Richard Novak
Lt. John Follo	Sgt. Frank Catenacci	Sgt. Samuel Pesce
Lt. Richard Hanna	Sgt. Michael DeMeo	Sgt. Joseph Raimo
Lt. Leonard McGill	Sgt. Joseph Fernandez	Sgt. Carlos Salvador
Lt. Louie Pastena	Sgt. John Ferrante	Sgt. Ralph Velardi
Lt. Michael Salzano	Sgt. Joanne Garcia	
	Lt. Crystal Wise-Jones	
	Sgt. John Rosado	
	Sgt. Crystal Leake	

**GRIEVANCE PROCEDURE FORM**  
**Schedule C**  
**COUNTY OF ESSEX**

**GRIEVANCE PROCEDURE FORM**

NOTE: Every section must  
be completed on this form.

NOTE: THIS FORM MUST BE FILED WITH YOUR DIVISION HEAD

SUBMITTED BY:  
Name of Employee

(Last, First, Middle Initial) Title \_\_\_\_\_

Department \_\_\_\_\_ Division \_\_\_\_\_  
Institution \_\_\_\_\_  
or Agency \_\_\_\_\_

DATE OF GRIEVANCE	SUBJECT TO GRIEVANCE:	<input type="checkbox"/> NON-CONTRACTUAL	<input checked="" type="checkbox"/> CONTRACTUAL
If grievance is contractual, state article and paragraph of contract which you claim has been violated:			

Employee's Statement of Grievance (attach additional papers if necessary)

DO NOT WRITE IN  
THIS SPACE  
(For Office Use Only)

Received By:  
  
Agency, Division, Institution

To Correct My Grievance the Following Should Be Done

<input type="checkbox"/> (I WILL REPRESENT MYSELF (OR))	<input type="checkbox"/> MY REPRESENTATIVE WILL BE:
NAME _____	TITLE _____

Employee Organization or Law Firm (if any) \_\_\_\_\_

SIGNATURE OF EMPLOYEE ..... DATE .....

ANSWER BY DIVISION HEAD

SIGNATURE ..... (Division Head) ..... (Date of Hearing) ..... (Date Decision Rendered)

I acknowledge settlement of my grievance

SIGNATURE OF EMPLOYEE ..... DATE .....

**COUNTY OF ESSEX GRIEVANCE PROCEDURE FORM**

(Continued from other side)

<input type="checkbox"/> I APPEAL DECISION AND REQUEST STEP 2 HEARING	DATE OF APPEAL
APPEAL RECEIVED BY DEPT. HEAD	
DATE RECEIVED	

Employee's Representation for Step 2 Hearing:

Name \_\_\_\_\_ Title \_\_\_\_\_

Employee Organization or Law Firm (if any) \_\_\_\_\_

Answer by Department Head

Signature \_\_\_\_\_

Department Head

(Date of Hearing)

(Date Decision Rendered)

I acknowledge settlement of my grievance.

• SIGNATURE OF EMPLOYEE ..... DATE .....

<input type="checkbox"/> I APPEAL DECISION AND REQUEST ARBITRATION STEP 3	DATE OF APPEAL
APPEAL RECEIVED BY (FOR MANAGEMENT)	
DATE RECEIVED	

Employee's Representation for Step 3 Hearing

Name \_\_\_\_\_ Title \_\_\_\_\_

Employee Organization or Law Firm (if any) \_\_\_\_\_

Arbitrator's Decision

Signature \_\_\_\_\_

Arbitrator

(Date of Hearing)

(Date Decision Rendered)

I acknowledge settlement of my grievance.

• Signature of Employee ..... Date .....

#59

**RESOLUTION OF THE BOARD OF FREEHOLDERS  
COUNTY OF ESSEX**

**RESOLUTION NO.** \_\_\_\_\_ **AUTHORITY FOR RESOLUTION:** N.J.S.A. 40:41A-38(n)

**PROPOSED BY: COUNTY EXECUTIVE** **AUTHORITY FOR ACTION:** N.J.S.A. 40:41A-36(i)

**SUBJECT:**

**MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF ESSEX, AND THE ESSEX COUNTY SUPERIOR OFFICERS ASSOCIATION – (JAIL) – FOP LODGE 106 – JANUARY 1, 2014 THROUGH DECEMBER 31, 2017**

**WHEREAS**, the County of Essex has negotiated a Memorandum of Agreement with the Essex County Superior Officers Association, FOP Lodge #106 (Jail) covering the period January 1, 2014 through December 31, 2017; and

**WHEREAS**, the Chief Financial Officer has certified the availability of funds to pay the salary and benefits portion of the Memorandum of Agreement (which certification is attached hereto); and

**WHEREAS**, the Board of Chosen Freeholders, by this resolution, wishes to approve said Memorandum Agreement; now, therefore, be it.

**RESOLVED**, by the Essex County Board of Chosen Freeholders:

1. That said Memorandum of Agreement with the Essex County Superior Officers Association, FOP Lodge #106 (Jail) a copy of which is annexed hereto, be and hereby is approved.
  
2. That eight (8) fully executed copies of said Memorandum of Agreement and this Resolution be forwarded to Courtney M. Gaccione, Esq. – Chief, Labor and Employee Section, Office of County Counsel.

Approved as to form and legality

Date 4/16/15

ESSEX COUNTY COUNSEL

RECORD OF VOTE (X=Vote N.V.=Abstention ABS=Absent)

Moved By Freeholder \_\_\_\_\_  
Second by Freeholder \_\_\_\_\_

Freeholder	Yes	No	N.V.	ABS	Freeholder	Yes	No	N.V.	ABS
Bobadilla					Richardson				
Gill, V.P.					Sebold				
Johnson					Timberlake, Pres.				
Jones					Toro				
Luciano									

It is hereby certified that the foregoing Resolution was ( ) adopted ( ) defeated ( ) tabled by roll call vote at a \_\_\_\_\_ meeting of the Board of Chosen Freeholders of the County of Essex, New Jersey held on \_\_\_\_\_.

Is Publication Required ( ) Yes ( ) No

Date Published \_\_\_\_\_

Britnee N. Timberlake, President

Superior Officers Association - FOP Lodge 106

jf 4/16/15

RECEIVED  
CLERK OF THE BOARD  
2015 APR 17 PM 3:13  
ESSEX COUNTY  
BOARD OF  
CHOSEN FREEHOLDERS

EXHIBIT A